

## **EXHIBIT 1**



## LETTER OF AGREEMENT

### PROFESSIONAL SERVICES FOR GOWLINGS on behalf of THE CITY OF WINDSOR

COPY

Public I, Inc. agrees to provide advocacy services to Gowling Lafleur Henderson LLP (Gowlings) on behalf of the City of Windsor (Ontario) for specific deliverables outlined in this proposal.

It is understood and agreed that these services are being provided in order to assist Gowlings in providing legal advice to the City of Windsor and to assist Gowlings in advancing the legal interests of the City of Windsor regarding matters where hearings and litigation are anticipated. It is therefore understood that all communications between Gowlings and Public I, Inc. and between Public I, Inc. and the City or its officials are subject to solicitor client privilege and confidential.

We suggest the following three month retainer fee to cover approximately 25 hours of professional time a month to include media relations, relationship management and advocacy, to be billed at \$2,500 (U.S.) a month.

#### Term and Termination:

At any time, either party may terminate this Agreement for any reason or for no reason upon thirty (30) days advance written notice to the other of such termination.

#### Scope of Work:

Public I and David Estrin (on behalf of the City of Windsor) have reviewed and accepted the terms and scope of services contained within this agreement. Public I and David Estrin will mutually agree in writing upon any program updates that may become necessary.

#### Expenses:

Public I will invoice Gowlings for expenses incurred on their behalf, for services such as out of town travel (including air travel, hotel accommodations, ground transportation, meals & entertainment), printing, graphic design, photography, mailing house services or other expenses within the scope of this agreement but beyond the terms of this agreement. Public I will provide Gowlings a written estimate of any such expenses in advance, and will not exceed such estimate without prior written approval. Such expenses are in addition to any professional services fees provided herein. Smaller expense items, such as postage, photocopying, fax, phone, messenger services, mileage and similar items, will be billed on a monthly basis, as such expenses are incurred. Public I will also invoice Gowlings for any filing fees necessary during the term of this agreement, including \$305 (U.S.) for registering with the U.S. Department of Justice under the Foreign Agents



Registration Act (FARA) (22 U. S. C. §611). There will be a (\$305 US) filing fee at the beginning of the contract and again every six months.

**Billing Procedure:**

The first month's fee (\$2,500 US) will be due at the signing of this agreement and you will be billed each month on the date of this agreement, for the duration of this contract. Payment will be due within thirty (30) days following the date of the invoice. Expenses will be invoiced separately and will also be due within thirty (30) days following the date of the invoice.

Gowlings will be billed separately for any additional materials as agreed to by Public I and Gowlings. In the event circumstances arise which indicate that services, which are materially beyond those originally contemplated in the scope of work would be beneficial to Gowlings, Public I will obtain client approval prior to performing such services.

If Gowlings does not meet its obligation to make timely payments under this Agreement, Public I reserves the right to suspend its services hereunder at any time during the Initial Term or thereafter on that basis alone, without incurring any liability and/or forfeiting any other rights (including those addressed in this Agreement).


If this letter accurately sets forth your understanding of the scope of the services to be rendered to you by Public I, and if the terms of the engagement are satisfactory, please execute the enclosed copy of this letter and return it to us at your earliest convenience.

Sincerely,  
PUBLIC I, Inc.

By: \_\_\_\_\_  
Daniel Cherrin

The undersigned has read the foregoing  
and hereby agrees to and accepts  
the above terms and conditions as of  
October 7, 2004.

Gowlings / City of Windsor

By:   
David Estrin on behalf of Gowlings and  
the City of Windsor, Ontario CANADA